

AFFIDAVIT OF NONDEVELOPMENT
AND NONPAYMENT OF DELAY RENTALS

1308845-001

I, O.E. Burge and Sarah Lou Burge, his wife, of RD 3 Box 33, Cameron, WV 26033, being of lawful age and duly sworn, do hereby depose and state the following:

Affiant hereby states that (we) are the owners of an undivided interest in the oil and gas rights under certain lands situate in the District of Cameron, Marshall County, West Virginia, being further described as follows:

Tax Parcel No. map 15 parcel 51

Bounded formerly or currently as follows:

On the North by lands of: O.J. Yoho, est;
On the East by lands of: Jack R. Hammers et al;
On the South by lands of: Jack W. Anderson;
On the West by lands of: John D. McConaughey, etux; Terry W. Artill, etux;

And more specifically described in a deed dated July 22, 1994 from Hope Mason Conner to O.E. Burge and recorded in Deed Book 579, at Page 516, from Mary Yoho, a widow, by virtue of Deed dated July 26, 1994, and recorded in Deed Book 579, at Page 518, from Edwin D. Haines, Jr. and Karen Haines, his wife, Sandra L. Bromelow and George Bromelow, her husband, and Sarah Loretta Manning, by virtue of Deed dated July 26, 1994, and recorded in Deed Book 579, at Page 520 of the deed records of said county and state.

Affiant further states that during the time of his/her ownership of the aforementioned rights in the above described lands, there ~~(has/had not)~~ been various oil and gas leases executed for the purpose of exploring for oil and gas. Affiant is also aware that there may have been other oil and gas leases executed by predecessors in title to the above described lands. Affiant further states that for a period of at least _____ years there has been no delay rental payments paid to Affiant, in money or otherwise, nor have such payments been deposited to Affiant's credit in any named bank. Affiant further states that (we) will not accept any delay rental or other payments after the date of execution of this Affidavit that would perpetuate any of said prior leases.

Furthermore, Affiant states that to the best of (their) knowledge there is no production of oil and/or gas from the above described lands and that (we) are not aware of any drilling, exploration, or development activities of any nature or kind conducted on said lands. Affiant also states that no production royalties and/or shut-in royalties have been paid effectively perpetuating any prior leases.

Further Affiant sayeth naught.

AFFIANT:

O.E. Burge
O.E. Burge

Sarah Lou Burge
Sarah Lou Burge

Subscribed and sworn to before me on this 13th day of July, 2010

My Commission Expires: July 18, 2011

Lonny G. Armstrong
Signature/Notary Public
Lonny G. Armstrong
Name/Notary Public (PRINT)

ACKNOWLEDGMENT

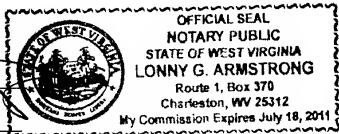
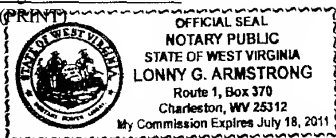
STATE OF west Virginia

COUNTY OF Marshall

On this the 13th day of July, 2010, before me, the undersigned authority, personally appeared O.E. Burge and Sarah Lou Burge, his wife, who, being duly sworn according to law, deposes and says that he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Signature/Notary Public Lonny G. Armstrong
Name/Notary Public (print): Lonny G. Armstrong
My Commission Expires: July 18, 2011



This instrument prepared by: Chesapeake Appalachia, L.L.C., 6100 N. Western Avenue, Oklahoma City, OK 73118

STATE OF WEST VIRGINIA, MARSHALL COUNTY, SCT.:

I, JAN PEST, Clerk of the County Commission of said County, do hereby certify that the annexed writing, bearing date on the 13th day of July, 2010, was presented for and by me, admitted to record in my office upon the above certificate as to the parties therein named this 23rd day of November, 2010 at 3:17 o'clock P.M.

TESTE: Jan Pest Clerk.

Jan Pest
MARSHALL County 03:17:56 PM
Instrument No 1295548
Date Recorded 11/23/2010
Document 199 086
Pages Recorded 1
Book-Page 714-362
Recording Fee \$5.00
Additional \$6.00